

LEGAL RETAINER AGREEMENT

1. **THE PARTIES.** This Retainer Agreement (the "Agreement") is made effective as of _____ (mm/dd/yyyy) by and between:

Legal Counsel: _____, an attorney a law firm, with a mailing address of _____ (the "Legal Counsel"), and

Client: _____ with a mailing address of _____ (the "Client").

2. **SERVICES.** The Legal Counsel agrees to provide the following legal service(s) in connection with the Client's legal needs and interests:

(the "Services").

3. **TERM.** The Services shall commence on _____ (mm/dd/yyyy) and end: (check one)

- On the date of _____ (mm/dd/yyyy).
- Upon completion of the Services performed.
- Other: _____.

4. **COMPENSATION.** In consideration for the Services provided, the receipt of which is acknowledged, Legal Counsel is to be paid in the following manner: (check all that apply)

- Per Hour. \$ _____ / hour.
- Per Job. \$ _____ for the completion of the Services.
- Contingency Only. See Section 7: Contingency.
- Other: _____.

5. **PAYMENT METHOD.** The Legal Counsel shall be paid, in accordance with Section 4, in the following manner: (check one)

- Every week month quarter, beginning on _____ (mm/dd/yyyy).
- Upon completion of the Services performed.
- Upon the Client receiving an invoice from the Legal Counsel.
- Other: _____.

6. **RETAINER.** The Client is: (check one)

- **REQUIRED** to pay an initial retainer in the amount of \$ _____ to the Legal Counsel as a deposit for the Services to be provided (the "Retainer"). The Retainer shall be applied against actual legal services performed for the Client and as otherwise stated in Section 8 of this Agreement.
- **NOT REQUIRED** to pay a Retainer before the Legal Counsel is able to provide Services.

7. CONTINGENCY. As part of the Legal Counsel's pay: (check one)

- There SHALL be a contingency fee arrangement in accordance with:
(check applicable)
 - _____% of _____.
 - Flat fee of \$_____ for the following:
_____.
- There SHALL NOT be a contingency fee arrangement as part of this Agreement.

8. EXPENSES. The Legal Counsel shall be: (check one)

- Responsible for ALL expenses. The Legal Counsel shall be responsible for all expenses related to providing the Services under this Agreement.
- Responsible for ONLY the following expenses:
_____.

The Client agrees to pay the Legal Counsel within thirty (30) days of receiving notice of any other expense directly associated with the Services. Upon the Client's request, the Legal Counsel may have to show receipts or proof of purchase for said expense.

- Responsible for NO expenses. The Legal Counsel shall not be responsible for any expenses related to providing the Services. The Client shall be responsible and will be required to pay for all expenses in connection with the Services provided. The Client agrees to pay the Legal Counsel within thirty (30) days of receiving notice of any expense directly associated with the Services. Upon the Client's request, the Legal Counsel may have to show receipts or proof of purchase for said expense.

9. LEGAL NOTICE. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States Postal Service via Certified Mail with return receipt. If the Client or Legal Counsel prefers to receive notices to an address differing from the mailing address entered in Section 1, enter any new addresses below:

Client's Address: _____
Legal Counsel's Address: _____

10. TERMINATION OF AGREEMENT. This Agreement may be terminated at any time by the Legal Counsel or the Client by written notice to the other party with at least _____ days' notice. Notice shall be deemed to have been sufficiently given either when served personally or when sent by first-class mail address to the parties at the addresses set forth in this Agreement.

11. DISPUTES. If any dispute arises under this Agreement, the Legal Counsel and the Client shall negotiate in good faith to settle such dispute. If the parties cannot resolve such disputes themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. If the parties cannot agree with any mediator or if either party does not wish to abide by any decision of the mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator or the American Arbitration Association (AAA). The costs of the arbitration proceeding shall be borne according to the decision of the arbitrator, who may apportion costs equally or in accordance with any finding of fault or lack of good faith of either party. If either party does not wish to abide by any decision of the

arbitrator, they shall submit the dispute to litigation. The jurisdiction for any dispute shall be administered in _____ County, State of _____.

12. RETURN OF RECORDS. Upon termination of this Agreement, the Legal Counsel shall deliver all records, notes, and data of any nature that are in the Legal Counsel's possession or under the Legal Counsel's control and that are of the Client's property or relate to the Client's business.

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. INDEPENDENT CONTRACTOR STATUS. The Legal Counsel, under the Code of the Internal Revenue (IRS) and applicable federal, state, and local law, is an independent contractor and neither the Legal Counsel's employees nor contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Legal Counsel agrees and represents that:

- a) The Legal Counsel has the right to perform Services for others during the Term of this Agreement;
- b) The Legal Counsel has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed;
- c) The Legal Counsel has the right to hire assistants as subcontractors or to use employees to provide the Services under this Agreement;
- d) The Services required by this Agreement shall be performed by the Legal Counsel or the Legal Counsel's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Legal Counsel;
- e) Neither the Legal Counsel nor the Legal Counsel's employees or personnel shall receive any training from the Client for the professional skills necessary to perform the Services required by this Agreement; and
- f) Neither the Legal Counsel nor the Legal Counsel's employees or personnel shall be required by the Client to devote full time to the performance of the Services required by this Agreement.

15. STATE AND FEDERAL LICENSES. The Legal Counsel represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

16. INDEMNIFICATION. The Legal Counsel shall release, defend, indemnify, and hold harmless the Client and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable Legal Counsel fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of services provided under this Agreement or by Legal Counsel's failure to perform or comply with any requirements of this Agreement including, but not limited to, any claims for personal injury, property damage, infringement of copyright, patent, or other proprietary rights. The Client reserves the right to retain whatever funds which would be due to the Legal Counsel under this Agreement until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished.

17. CONFIDENTIALITY & PROPRIETARY INFORMATION. The Legal Counsel acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Legal Counsel in order for the Legal Counsel to perform their duties under this Agreement. The Legal Counsel acknowledges that disclosure to a third (3rd) party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Legal Counsel will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform the Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

- a) The written, printed, graphic, or electronically recorded materials furnished by the Client for the Legal Counsel to use;
- b) Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that the Client makes reasonable efforts to maintain the secrecy of, business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; and
- c) Information belonging to customers and suppliers of the Client about whom the Legal Counsel gained knowledge as a result of the Legal Counsel's Services to the Client.

Upon termination of the Legal Counsel's Services to the Client, or at the Client's request, the Legal Counsel shall deliver all materials to the Client in the Legal Counsel's possession relating to the Client's business. The Legal Counsel acknowledges any breach or threatened breach of confidentiality under this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and remedies otherwise available at law.

Furthermore, proprietary information under this Agreement shall include:

- a) The product of all work performed under this Agreement (the "Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress and deliverables, will be the sole property of the Client, and the Legal Counsel hereby assigns to the Client all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. The Legal Counsel retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;
- b) The Legal Counsel hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during the Legal Counsel's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and
- c) The Client will be entitled to use the Legal Counsel's name and/or likeness in advertising and other materials.

18. ASSIGNMENT AND DELEGATION. The Legal Counsel may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor (the "Subcontractor"). The Legal Counsel recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Legal Counsel shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with this section. If any such information is shared by the Subcontractor with third (3rd) parties, the Legal Counsel shall be made liable.

19. GOVERNING LAW. This Agreement shall be governed under the laws in the State of _____.

20. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court administers that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

21. ADDITIONAL TERMS AND CONDITIONS.

22. ENTIRE AGREEMENT. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and the Legal Counsel. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written hereunder.

Legal Counsel's Signature: _____

Date: _____

Print Name: _____

Client's Signature: _____

Date: _____

Print Name _____